

☐ AMENDED

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: **Amber Charisse Moore**

Case No.

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) **8664 Eagle View Dr** (2) _____
Cordova, TN 38018

PLAN PAYMENT:

Debtor(1) shall pay \$ **638.00** (☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☒ monthly, by:
☐ PAYROLL DEDUCTION From: _____ OR (**X**) DIRECT PAY

Debtor(2) shall pay \$ _____ (☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☐ monthly, by:
☐ PAYROLL DEDUCTION From: _____ OR () DIRECT PAY

1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ☒ YES ☐ NO
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION ☒ YES ☐ NO
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ☐ YES ☒ NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; OR ☒ Not included in Plan; Debtor(s) to provide proof of insurance at \$341/meeting.

4. DOMESTIC SUPPORT:

Monthly Plan Payment: _____

None Paid by: ☐ Debtor(s) directly ☐ Wage Assignment, OR ☐ Trustee to:
ongoing payment begins _____ \$ _____
Approximate arrearage: _____

5. PRIORITY CLAIMS:

-NONE- Amount _____ \$ _____

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); OR ☐ Paid by Trustee to:

None ongoing payment begins _____ \$ _____
Approximate arrearage: _____ Interest _____ \$ _____

7. SECURED CLAIMS:

| [Retain lien 11 U.S.C. §1325 (a)(5)] | Value of Collateral: | Rate of Interest | Monthly Plan Payment: |
|---|----------------------|------------------|-----------------------|
| Chrysler Capital (2015 Chrysler 200) | 9,150.00 | 7.50 | \$200.00 |

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

| [Retain lien 11 U.S.C. §1325 (a)] | Value of Collateral: | Rate of Interest | Monthly Plan Payment: |
|-----------------------------------|----------------------|------------------|-----------------------|
| -NONE- | | | \$ |

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIAL REASONABLE DISPOSAL OF COLLATERAL:

-NONE-

Collateral: _____

10. SPECIAL CLASS UNSECURED CLAIMS:

| | Amount: | Monthly Plan Payment: |
|-------------------------------------|---------------|-----------------------|
| Progressive Leasing -Class I | <u>790.00</u> | <u>\$20.00</u> |

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

US Dept of Education ☐ Not provided for **OR** ☒ General unsecured creditor

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):

-NONE-

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$83,082.00

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:

☐ _____ %, OR,
☒ **THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.**

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:

Reed & Associates ☒ Assumes **OR** ☐ Rejects.

Acceptance Now ☒ Assumes **OR** ☐ Rejects.

17. COMPLETION: Plan shall be completed upon payment of the above, approximately 60 months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S):

Absent the original contract as proof, all collateralized claims for the purpose of provisions 7 & 8, are presumed to have exceeded the time limits set forth in 11 U.S.C. 1325(a)(9) hanging paragraph will be treated as a value claim

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

/s/ Darrell L. Castle

Darrell L. Castle

Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Date June 3, 2019